

REMARKS

In the Final Office Action¹ mailed on July 5, 2006, the Examiner rejected claims 1-4, 9-12, 17, and 18 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,571,234 to Knight et al. ("*Knight*") in view of U.S. Patent Pub. No. 2005/0125504 to Leeds ("*Leeds*"); and rejected claims 6-8, 14-16, 19, and 20 under 35 U.S.C. § 103(a) as being unpatentable over *Knight* in view of U.S. Patent No. 6,816,885 to Raghunandan ("*Raghunandan*").

Applicants have amended claims 6, 7, 14, 15, 19, and 20. Claims 1-4, 6-12, and 14-20 are pending. Claims 1, 2, 6, 7, 9, 10, 14, 15, 17, 18, 19, and 20 are independent. Support for the amendments can be found, for example, at page 24, lines 20-24 of Applicants' original specification.

In light of the following remarks, Applicants respectfully request the Examiner's timely reconsideration and allowance of currently pending claims 1-4, 6-12, and 14-20.

Rejection of claims 1, 4, 9, 12, and 17 under 35 U.S.C. § 103(a)

Applicants respectfully traverse the rejection of claims 1, 4, 9, 12, and 17 under 35 U.S.C. § 103(a) based on *Knight* in view of *Leeds*. To sustain a rejection under 35 U.S.C. § 103(a) the Examiner must establish a *prima facie* case of obviousness by showing (1) that the applied prior art references, taken alone or in combination, teach or suggest all of the claim elements; (2) that there is motivation to modify the cited references to result in the claimed invention; and (3) that there is an expectation of success from modifying the cited references.

¹ The Office Action contains statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicants decline to automatically subscribe to any statement or characterization in the Office Action.

With respect to independent claim 1, *Knight* and *Leeds*, taken alone or in combination, do not establish a *prima facie* case of obviousness because they do not teach or suggest all of the claim elements. As pointed out in the Response to Office Action filed May 3, 2006 ("the Response"), *Knight* does not teach or suggest a "message subscription type setting means" that "[sets] a subscription type...in accordance with an instruction from the user" (emphasis added), as recited in claim 1.

In responding to Applicants' reasoning presented in the Response, the Examiner alleges that the following portions in *Knight* teach or suggest the above-quoted claim element: "the information is broken down and sorted into a number of subject matter areas, which subject matter areas represented logical collections of content **according to a (potentially different) set of service provider (or user) specific rules, filters, criteria, etc.**"; "[subject matter area control buttons 312] allow **the user to identify an initial [broad] area of search** for a group of logically related messages"; "[a]nother subject matter area control 312 corresponds generally to 'Trading Lessons' learned by subscribers from a particular/transaction. The menu for this subject matter area can include collections of information that allow **community members to quickly isolate** and understand collective learnings ... For example, **the user can filter messages** based on a category corresponding to messages..."; "more refined **searching operation, or query, can be effectuated by the user** by selecting any one (or more) of the query parameters 317, so that message falling under such classification can be retrieved"; and "a group of the same matching the **user's query criteria** are easily and rapidly located. These **entries are then transmitted to the user's** computer system ..." (Office Action at 10; emphasis in original).

The relied-upon portions of *Knight* merely disclose that a user may set filters or criteria for searching subject matter areas. Filters or criteria, if anything, may indicate parameters set to conduct searches in subject matter areas, but do not “indicate the way a user subscribes to the categorized and accumulated messages.” Thus, setting filters or criteria for searching subject matter areas, as disclosed by *Knight*, does not constitute the claimed “setting a subscription type indicating the way a user subscribes to the categorized and accumulated messages” (emphasis added).

Moreover, in *Knight*, the only way a subscriber can use the online message board is via a browser. *Knight*, Figs. 3B, 3C; col. 11, lines 21-31. Thus, the user cannot instruct the system to “set” the subscription type, because a browser is the only subscription type available. *Knight*, therefore, does not disclose a system including, for example, a “message subscription type setting means” that “[sets] a subscription type...in accordance with an instruction from the user” (emphasis added), as recited in independent claim 1.

Leeds does not cure the above-noted deficiencies in *Knight*, nor does the Examiner rely on *Leeds* for such teachings. (Office Action at 3.) Thus, *Knight* and *Leeds*, whether taken alone or in combination, fail to teach or suggest at least a system including, for example, a “message subscription type setting means” that “[sets] a subscription type indicating the way a user subscribes to the categorized and accumulated messages in accordance with an instruction from the user” (emphasis added), as recited in independent claim 1.

In addition, neither *Knight* nor *Leeds* teaches or suggests a system where, for example, “the subscription type includes at least delivery via mail and browsing via a browser” (emphasis added), as recited in independent claim 1.

The Examiner acknowledges that “*Knight* does not teach of a subscription type including at least delivery via mail.” (Office Action at 3.) (emphasis added). The Examiner uses *Leeds* in an attempt to cure this deficiency, arguing, “*Leeds* teaches of opening a dialog box to display messages or alternatively delivering messages of which the user has subscribed via email (Paragraph 0051).” (Office Action at 11.) The Examiner alleges that such teachings indicate that “both methods of subscription, by delivery via mail and browsing via a browser, were known at the time of Applicant’s filing of the application,” and thus, provide motivation to modify *Knight* with “the teachings of *Leeds* to provide subscription by delivery via mail in addition to *Knight*’s subscribing via a browser because doing so would allow subscribers to receive and view messages in different forms and provide more than one method of receiving and viewing subscription messages.” (Office Action at 11.)

Knight teaches that “the user has...established connection with the online service provider, and has accessed the main website page maintained by server 220 in conventional fashion using any well-known web browser” (emphasis added), and *Leeds* teaches that “[y]et, another alternative would deliver messages posted to a forum of which the user 310 has subscribed via email” (emphasis added). *Knight*, col. 11, lines 21-25; *Leeds*, para. 0051. However, neither of such teachings suggest the combination of both subscription types including “delivery via mail and browsing via a browser” (emphasis added), as recited in independent claim 1. Thus, *Knight* and

Leeds, whether taken alone or in combination, fail to teach or suggest at least the above-quoted element of independent claim 1.

Thus, claim 1 is allowable over the Examiner's proposed combination of *Knight* and *Leeds*, and claim 4 is allowable at least due to its dependence from claim 1. In addition, although of different scope, independent claims 9 and 17 recite subject matter similar to that recited in claim 1, and are thus allowable at least for reasons discussed above in regard to claim 1. Further, claim 12 is allowable at least due to its dependence from claim 9.

Rejection of claims 2, 3, 10, 11, and 18 under 35 U.S.C. § 103(a)

Applicants respectfully traverse the rejection of claims 2, 3, 10, 11, and 18 under 35 U.S.C. § 103(a) based on *Knight* in view of *Leeds*.

Claim 2, for example, recites a community-based collaborative knowledge system comprising, among other things, a "message subscription type setting means for setting a subscription type indicating the way a user subscribes to the categorized and accumulated messages in accordance with an instruction from a predetermined administrator." *Knight* and *Leeds*, taken alone or in combination, fail to teach or suggest at least the message subscription type setting means according to claim 2.

In alleging that *Knight* teaches the claimed message subscription type setting means at page 4 of the Office Action, the Examiner cites to portions of *Knight* disclosing, "extraction robot 230 [] periodically retrieve[s] content ... from outside source such as UseNet and/or other online message board systems. The content is 'extracted' from these sources according to a set of rules, filters or criteria specified by the online provider." (*Knight*, col. 9, lines 31-37). However, the extraction robot cannot

correspond to the message subscription type setting means, because *Knight* is silent as to any subscription type, or any instruction from a predetermined administrator.

Leeds does not cure the above-noted deficiencies in *Knight*, nor does the Examiner rely on *Leeds* for such teachings. (Office Action at 4.) Thus, *Knight* and *Leeds*, whether taken alone or in combination, fail to teach or suggest at least a system including, for example, a “message subscription type setting means for setting a subscription type indicating the way a user subscribes to the categorized and accumulated messages in accordance with an instruction from a predetermined administrator” as recited in independent claim 2. For at least the reasons presented above, the Examiner has not established a prima facie case of obviousness regarding independent claim 2. Accordingly, the rejection under 35 U.S.C. § 103(a) should be withdrawn.

Moreover, the claimed subscription type “includes at least delivery via mail and browsing via a browser.” As discussed above with respect to claim 1, the Examiner appears to rely on *Knight* as allegedly disclosing delivery via a browser, and *Leeds* for disclosing delivery via mail. Even assuming these allegations are correct, neither *Knight* nor *Leeds* discloses a “message subscription type setting means for setting a subscription type ... includ[ing] at least delivery via mail and browsing via a browser.”

Thus, claim 2 is allowable over the Examiner's proposed combination of *Knight* and *Leeds*, and claim 3 is allowable at least due to its dependence from claim 2. In addition, although of different scope, independent claims 10 and 18 recite subject matter similar to that recited in claim 2, and are thus allowable at least for reasons

discussed above in regard to claim 2. Further, claim 11 is allowable at least due to its dependence from claim 10.

Rejection of claims 6-8, 14-16, 19, and 20 under 35 U.S.C. § 103(a)

Applicants respectfully traverse the rejection of claims 6-8, 14-16, 19, and 20 under 35 U.S.C. § 103(a) based on *Knight* in view of *Raghunandan*.

Independent claim 6, for example, recites a community-based collaborative knowledge system comprising, among other things, a “message subscription type setting means for setting a subscription type indicating the way a user subscribes to the categorized and accumulated messages in accordance with an instruction from the user.” As discussed above with respect to claim 1, *Knight* fails to teach or suggest the claimed message subscription type setting means.

Raghunandan fails to cure the deficiencies of *Knight*. *Raghunandan* discloses a “method, system and computer program product for intelligently handling a large volume of emails received from a plurality of senders” (*Raghunandan*, abstract). *Raghunandan*, however, is silent as to any subscription type, and thus fails to teach or suggest the claimed “message subscription type setting means for setting a subscription type indicating the way a user subscribes to the categorized and accumulated messages in accordance with an instruction from the user.”

Thus, claim 6 is allowable over the Examiner’s proposed combination of *Knight* and *Raghunandan*, and claim 8 is allowable at least due to its dependence from claim 6. In addition, although of different scope, claims 7, 14, 15, 19, and 20 recite subject matter similar to that recited in claim 6, and are thus allowable at least for reasons

discussed above in regard to claim 6. Further, claim 16 is allowable at least due to its dependence from claim 14.

In view of the foregoing amendments and remarks, Applicants respectfully request reconsideration and reexamination of this application and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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